

A RESOLUTION

BY: CITY UTILITIES COMMITTEE

01- R-1805

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ATLANTA FOR THE PURPOSE OF CONSTRUCTING ROADWAY IMPROVEMENTS DESCRIBED AS SR139/MARTIN LUTHER KING, JR., DRIVE FROM H. E. HOLMES ROAD TO BARFIELD AVENUE IN THE CITY OF ATLANTA, GEORGIA AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has represented to the Department of Transportation a desire to participate in certain activities hereinafter referred to SR 139/M. L. King Jr. Drive from HE Holmes Road to Barfield Avenue in the City of Atlanta, Georgia, currently described as Georgia Department of Transportation Project Number STP-0004(001) contract 2, P.I. Number 752075, hereinafter referred to as the "Project"; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in certain activities to construct roadway improvements described as the "Project", and the Department has presented an agreement for execution by the City of Atlanta; and

WHEREAS, Project Number STP-0004(001) Contract 2, P.I. Number 752075, the "Project", will benefit citizens within the City of Atlanta, Georgia, County of Fulton; and

WHEREAS, on February 7th 1995 the City of Atlanta entered into a Local Government Project agreement (LGPA) with the Georgia Department of Transportation, herein called the "former agreement".

WHEREAS, the "former agreement" calls for the City to perform the following:

- (a) Fund all rights-of-way and/or easements needed for the construction of the project.
- (b) Make all utility relocations or adjustments of utilities that are in conflict with the construction of this project. Reimburse Georgia D.O.T for any damages paid to the contractor for delay of construction caused by a delay in relocating the publicly owned utilities.
- (c) Pay 100% of preliminary engineering cost and 20% of construction cost.

WHEREAS, the revised agreement sent by the Georgia Department of Transportation to the City of Atlanta dated October 3, 2001 herein called the "new agreement" effectively supercedes all agreements contained in the "former agreement".

WHEREAS, the “new agreement” calls for the City of Atlanta to contribute to the Project by funding all the Project costs for the preconstruction engineering (design) activities and funding all the costs for utility relocation needed for the project; and

WHEREAS, the “new agreement” calls for the Georgia Department of Transportation to contribute to the Project by funding all Project costs for rights-of-way acquisitions, and construction. The Georgia DOT shall acquire all rights of way and/or easements needed for the Project; and

WHEREAS, Both the City and the Department hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved State Transportation Improvement Program or earlier; and

WHEREAS, both parties shall agree to adhere to all the particulars associated with the execution of this agreement.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute an agreement currently described as Georgia Department of Transportation Project Number STP-0004 (001) Contract 2, P.I. Number 752075, hereinafter referred to as the “PROJECT”, in substantially the form attached hereto, Exhibit “A”, for the purpose to construct roadway improvements described as SR 139/MLK Jr. Drive from HE Holmes Road to Barfield Avenue in the City of Atlanta, Georgia, County of Fulton.

BE IT FURTHER RESOLVED that the City of Atlanta shall incur no liability under these agreements until same has been executed by the Georgia Department of Transportation.

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
THE CITY OF ATLANTA
FOR
SR 139/MLK JR. DR. FROM HE HOLMES RD TO BARFIELD AVENUE

This AGREEMENT is made and entered into this ____ day of _____, 2001, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and THE CITY OF ATLANTA, GEORGIA, acting by and through its Mayor and City Council, hereinafter called the "CITY".

WHEREAS, the CITY has represented to the DEPARTMENT a desire to construct roadway improvements described as SR 139/MLK Jr. Drive from HE Holmes Road to Barfield Avenue in the City of Atlanta, Georgia, currently described as Georgia Department of Transportation Project Number STP-0004(001) CT 2, P. I. Number 752075, hereinafter referred to as the "PROJECT"; and

EXHIBIT "A"

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the project as set forth in this AGREEMENT.

THEREFORE in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The CITY shall contribute to the PROJECT by funding all of the PROJECT costs for the preconstruction engineering (design) activities and funding all of the costs for utility relocations needed for the product.

2. The DEPARTMENT shall contribute to the PROJECT by funding all of the PROJECT costs for right of way acquisitions, and construction. The DEPARTMENT shall acquire all rights of way and/or easements needed for the PROJECT. The DEPARTMENT may use funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration, hereinafter referred to as the "FHWA", under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; subject to those certain conditions set forth in this AGREEMENT.

3. Both the CITY and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved State Transportation Improvement Program or earlier. Furthermore, all parties shall

adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the CITY does not produce acceptable deliverables at the milestone dates defined in the Transportation Improvement Program/State Transportation Improvement Program, or in the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

4. All Primary Consultant firms hired by the CITY to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the CITY with a list of prequalified consultant firms in the appropriate area-classes.

5. The CITY shall accomplish all of the preconstruction engineering (design) activities for the PROJECT. The preconstruction engineering activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications for the Construction of Transportation Systems, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The CITY's responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the CITY as provided for in paragraph 5b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the CITY beginning further development of the

**Large
document
attached**